



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

## **STANDARD LOW BID PROJECT**

June 20, 2005

# **YUBA LAKE STATE PARK PAINTED ROCKS CAMPGROUND PAVING IMPROVEMENTS**

## **DIVISION OF PARKS & RECREATION**

Sanpete County, Utah

DFCM Project Number 04067510

Johansen & Tuttle Engineering  
90 South 100 East  
Castle Dale, Utah 84513  
Phone: 435 381-2523  
Fax: 435 381-2522

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.

DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications :  
Drawings:

**The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>**

## **NOTICE TO CONTRACTORS**

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

**YUBA LAKE STATE PARK PAINTED ROCKS CAMPGROUND PAVING IMPROVEMENTS**  
**DIVISION OF PARKS AND RECREATION, SANPETE COUNTY, UTAH**  
**DFCM PROJECT NO: 04067510**

Bids will be in accordance with the Contract Documents that will be available on Monday, June 20, 2005 and distributed in electronic format only on CD's from DFCM, 4110 State Office Building, SLC, Utah and on the DFCM web page at <http://dfcm.utah.gov>. Approved plan repositories may obtain a hard copy set from Johansen & Tuttle Engineering, phone – (435)381-2523 upon paying a deposit of \$50.00. For questions regarding this project, please contact Dan Clark, DFCM, at (801)538-3725. No others are to be contacted regarding this bidding process. The construction budget for this project is \$300,000.

A **MANDATORY** pre-bid meeting will be held at 10:00 AM on Tuesday, July 5, 2005 at Yuba Lake State Park Painted Rocks Campground Entrance Station, located 2 miles East of State Highway 28 Mile Marker 15 between Levan and Gunnison, Utah. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of 3:00 PM on Tuesday, July 12, 2005 at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

Bid security, in the amount of five percent (5%) of the bid, must be submitted as stated in the Instruction to Bidders.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
Susan L. Smith, Contract Coordinator  
4110 State Office Building, Salt Lake City, Utah 84114  
Telephone: (801)538-3260

**PROJECT SCHEDULE**

**PROJECT NAME:** YUBA LAKE STATE PARK PAINTED ROCKS  
CAMPGROUND PAVING IMPROVEMENTS  
DIV OF PARKS AND RECREATION, SANPETE COUNTY, UT  
**DFCM PROJECT NO.** 04067510

Event	Day	Date	Time	Place
Advertisement Placed	Sunday	June 19, 2005		Multi-Media
Bidding Documents Available	Monday	June 20, 2005	10:00 AM	DFCM, 4110 State Office Bldg, SLC, UT or DFCM web site *
<b>Mandatory</b> Pre-bid Site Meeting	Tuesday	July 5, 2005	10:00 AM	Yuba Lake State Park Painted Rocks Campground
Last Day to Submit Questions	Thursday	July 7, 2005	4:00 PM	DFCM Project Manager
Final Addendum Issued	Friday	July 8, 2005	4:00 PM	DFCM, 4110 State Office Bldg, SLC, UT or DFCM web site *
Prime Contractors Turn In Bid and Bid Bond / Bid Opening in DFCM Conference Room	Tuesday	July 12, 2005	3:00 PM	DFCM, 4110 State Office Bldg, SLC, UT
Sub-contractor List Due	Wednesday	July 13, 2005	3:00 PM	DFCM, 4110 State Office Bldg, SLC, UT

\* DFCM's web site address is <http://dfcm.utah.gov>



## STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

## Division of Facilities Construction and Management

DFCM

## BID FORM

NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

To the Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the; **YUBA LAKE STATE PARK PAINTED ROCKS CAMPGROUND PAVING IMPROVEMENTS. DIV OF PARKS AND RECREATION, DFCM PROJECT NO. 04067510** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

SPEC.						
ITEM	SEC.	WORK OR MATERIAL	UNIT	QTY	UNIT PRICE	AMOUNT
1.	8	Mobilization	L.S.	1	\$ _____	\$ _____
2.	10	Hot Mix Asphalt (HMA) (PG58-22) ½-inch max.	SQFT	250,450	\$ _____	\$ _____
3.	10	Asphalt Pavement Sawing	L.F.	40	\$ _____	\$ _____
4.	23	Refinish Existing Untreated Road Base	SQFT	161,200	\$ _____	\$ _____
5.	23	Untreated Base Course (1-inch Max) 6-inches Thick	SQFT	44,100	\$ _____	\$ _____
6.	51	15-inch CSP Culvert (Polymeric Coated)	L.F.	65	\$ _____	\$ _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete within by **September 30, 2005** after receipt of the Notice to Proceed, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$500.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of \_\_\_\_\_

The undersigned Contractor's License Number for Utah is \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract. The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

\_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

# INSTRUCTIONS TO BIDDERS

## 1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Notice to Contractors.

Any person or firm that fails to return the complete set of Drawings and Specifications, or other contract documents, in good condition within ten (10) days after the time set for receiving bids, will forfeit the deposit. Notwithstanding this, if the Contract Documents are provided on a compact disc, the compact disc does not need to be returned.

## 2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Notice to Contractor's prior to the deadline for submission of bids. It is your responsibility to allow for the time needed to park in Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. NOTE: A cashier's check cannot be used as a substitute for a bid bond.

## 3. Contract and Bond

The Contractor's Agreement will be in the form bound in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original

signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

**4. Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

**5. Interpretation of Drawings and Specifications**

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or entity receiving a set of documents. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

**6. Addenda**

Any Addenda issued during the time of bidding shall become part of the contract Documents made available to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made a part of the Contract.

**7. Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is



reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

**8. DFCM Contractor Performance Rating**

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

**9. Licensure**

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

**10. Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

**11. Time is of the Essence**

Time is of the essence in regard to all the requirements of the Contract Documents.

**12. Withdrawal of Bids**

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**13. Product Approvals**

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

**14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

**15. Debarment**

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

## BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ \_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_ Project.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Principal's name and address (if other than a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal's name and address (if a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal)

**Surety's name and address:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

NOTARY PUBLIC

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

**PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED**  
**PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED**

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

**LICENSURE:**

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

**BIDDER LISTING 'SELF' AS PERFORMING THE WORK:**

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

**'SPECIAL EXCEPTION':**

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

**INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**  
**Page No. 2**

**GROUND FOR DISQUALIFICATION:**

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

**CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:**

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

**EXAMPLE:**

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS  
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**



## SUBCONTRACTORS LIST

PROJECT TITLE: \_\_\_\_\_

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**NOTICE:** FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

# **FUGITIVE DUST PLAN**

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

**Utah Division of Air Quality**

*April 20, 1999*

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A  
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.
2. Address or location of your operation or construction site.
3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.
4. Lengths of the project, if temporary (time period).
5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.
6. Type of material processed or disturbed.
7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).



8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.
9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).
10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

**Description of Fugitive Dust Emission Activities**  
**(Things to consider in addressing fugitive dust control strategies.)**

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).
2. List type of equipment generating the fugitive dust.
3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.
4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.
5. Vehicle miles travels on unpaved roads associated with the activity (average speed).
6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)
7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

## **Description of Fugitive Dust Emission Controls on Site**

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.
2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).
3. Method of application of dust suppressant.
4. Frequency of application of dust suppressant.
5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).
6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

## **Description of Fugitive Dust Control Off-site**

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place “off” property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).
  
2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary  
Utah Air Quality Board  
POB 144820  
15 North 1950 West  
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000  
FAX: (801) 536-4099

## **Fugitive Dust Control Plan Violation Report**

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the source must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the source's dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

## CONTRACTOR'S AGREEMENT

FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACTOR'S AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is \_\_\_\_\_.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at \_\_\_\_\_.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Work to be performed shall be in accordance with the Contract Documents prepared by \_\_\_\_\_ and entitled "\_\_\_\_\_"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

**ARTICLE 2. CONTRACT SUM.** The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of \_\_\_\_\_ DOLLARS AND NO CENTS (\$\_\_\_\_\_.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT  
PAGE NO. 2

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

**ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY.** The Work shall be Substantially Complete within \_\_\_\_\_ (\_\_\_\_) calendar days after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$\_\_\_\_\_ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Notice to Contractors, Instructions to Bidders/Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

**ARTICLE 5. PAYMENT.** The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

CONTRACTOR'S AGREEMENT  
PAGE NO. 3

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

**ARTICLE 6. INDEBTEDNESS.** Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

**ARTICLE 7. ADDITIONAL WORK.** It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

**ARTICLE 8. INSPECTIONS.** The Work shall be inspected for acceptance in accordance with the General Conditions.

**ARTICLE 9. DISPUTES.** Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

**ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT.** This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.



**ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF.** The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

**ARTICLE 12. INDEMNIFICATION.** The Contractor shall comply with the indemnification provisions of the General Conditions.

**ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT.** The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

**ARTICLE 14. RELATIONSHIP OF THE PARTIES.** The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

**ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT.** Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

**ARTICLE 16. ATTORNEY FEES AND COSTS.** Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT  
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**IN WITNESS WHEREOF**, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Please type/print name clearly

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the \_\_\_\_\_ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

\_\_\_\_\_  
**Notary Public**

My Commission Expires \_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
Financial Manager, Date  
Division of Facilities Construction  
and Management

**DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

\_\_\_\_\_  
Manager - Date  
Capital \_\_\_\_\_

APPROVED AS TO FORM:  
ATTORNEY GENERAL  
May 25, 2005  
By: Alan S. Bachman  
Asst Attorney General

APPROVED FOR EXPENDITURE:

\_\_\_\_\_  
Division of Finance Date

**PERFORMANCE BOND**  
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That \_\_\_\_\_ hereinafter referred to as the "Principal" and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS OR ATTESTATION:**

\_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

# PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## WITNESS OR ATTESTATION:

\_\_\_\_\_

## PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Title: \_\_\_\_\_

## WITNESS OR ATTESTATION:

\_\_\_\_\_

## SURETY:

\_\_\_\_\_

By: \_\_\_\_\_ Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

NOTARY PUBLIC

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General



## Division of Facilities Construction and

## CHANGE ORDER # \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

AGENCY OR INSTITUTION: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	Amount	Days	Date
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

DFCM and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor: \_\_\_\_\_

Date

Architect/Engineer: \_\_\_\_\_

Date

Agency or Institution: \_\_\_\_\_

Date

DFCM: \_\_\_\_\_

Date

Funding Verification: \_\_\_\_\_

Date

Page \_\_\_\_ of \_\_\_\_ page(s)



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

DFCM

**Division of Facilities Construction and**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

AGENCY/INSTITUTION \_\_\_\_\_

AREA ACCEPTED \_\_\_\_\_

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A list of items to be completed or corrected is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof.

The Contractor shall complete or correct the Work on the list of items appended hereto within \_\_\_\_\_ calendar days from the above date of issuance of this Certificate.

CONTRACTOR (include name of firm) \_\_\_\_\_ DATE \_\_\_\_\_

A/E \_\_\_\_\_ DATE \_\_\_\_\_

USING INSTITUTION OR AGENCY \_\_\_\_\_ DATE \_\_\_\_\_

DFCM \_\_\_\_\_ DATE \_\_\_\_\_

cc: Using Agency

30

## **CONSTRUCTION SPECIFICATION**

### **SPECIAL CONDITIONS**

#### **1. SCOPE**

This section of the specifications cover specific requirements, instructions and conditions applicable to this project only, which are not covered by the General Conditions or detailed specifications. Should there be conflicting statements between this section and other sections of these specifications, this section shall govern.

#### **2. STANDARD PRODUCTS**

The material brand names and catalog numbers shown on the drawings or called out in the specifications are meant to set a standard that all other materials should meet. The Contractor or supplier is encouraged to submit information and data to show his material is equal. The decision of the Engineer shall be final in this section.

#### **3. CONTRACTOR TO MAINTAIN AND REPLACE STAKES**

The Contractor shall furnish without charge, competent men from his force, stakes, tools and other materials, for the proper staking out of the work, in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with the work. This does not mean to imply, the Contractor is to pay for initial staking, as this will be the cost of the Owner.

Initial staking to be provided by the Owner will be the establishment of:

- a. Bench Marks.
- b. Original lines and grades necessary for horizontal and vertical control of the construction of the permanent works.
- c. Right-of-way limits acquired through permits from Federal Agencies.

The Contractor shall provide surveys necessary to maintain the lines and grades during the construction of the permanent works.

#### **4. LINES AND GRADES**

All work done under this contract shall be done to the line, grades, and elevations shown on the plans, or as directed by the Engineer. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer and delay to the

Contractor.

5. **PAYMENT OF SUPPLIES AND SUBCONTRACTORS**

It is intended that the Contractor and subcontractor make full monthly payments to their suppliers and subcontractors as invoices are rendered. Such invoices shall be deemed as paid at the time each monthly certificate of payment is prepared by the Engineer. Affidavits will be submitted by the Contractor each as means of certifying to the Engineer that all equipment and materials delivered has been paid for. This will be the normal proof of payment; however, the Engineer will have the right at any time to demand copies of certified paid invoices. Failure or inability to provide such paid invoices will be sufficient cause for hold-up for further monthly pay estimates.

6. **GENERAL SAFETY REQUIREMENTS**

Excavations

- a. This section shall apply to all excavations in which workmen may be exposed to hazard of collapse of the banks, sides, or walls, during the time construction work is in process.
- b. All excavations shall be guarded by shoring, bracing or underpinning, or other methods as may be necessary to prevent injury to workmen resulting from the sides caving in.
- c. Excavated or other material must be deposited a safe distance from the edge of the excavation so as to prevent its falling or sliding back into the excavation.
- d. No trenches shall be left open at any time unless guarded with adequate barricades, warning lamps, and signs.
- e. Contractor's foremen and superintendents shall know where to obtain an oxygen resuscitator for use in an emergency. The phone number to call for immediate resuscitator and ambulance service shall be posted in all Contractors trench and at conspicuous places on the project at all times.

7. **CERTIFICATIONS**

Certifications that all materials used in the construction of the permanent works meet these specifications will be required. These certifications shall include the contract number, project name, bid item number, material furnished, applicable specification number and quantity furnished.

8. **TEST**



Test results that are required from the Contractor at the Contractor's expense will be performed as specified in the specifications. Duplicate copies of the test results shall be furnished to the Engineer for his approval at least 10 days prior to the use of the materials in the permanent works. All "on site" testing shall be made in the presence of and be approved by the Engineer or his representative. Written test results for "on site" tests will not be required.

9. **LIQUIDATED DAMAGES**

If the work, or any part thereof, is not completed within the time agreed upon in this contract or any extension thereof, the contractor shall be liable to the owner in the amount of \$500.00 per day for each and every calendar day the completion of the work is delayed beyond the time provided in this contract, as fixed and agreed liquidated damages and not as a penalty, and the Owner shall have the right to deduct from the retainage of the moneys which may be then due or which may be due and payable to the Contractor, the amount of the liquidated damages; and if the amount so retained by the owner is insufficient to pay in full such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect payment in full of such liquidated damages.

10. **EXISTING UTILITIES**

The Contractor will be responsible for crossing CMP's and utilities such as water lines, with the construction equipment. If the utility is damaged it shall be restored at the Contractor's expense.

11. **EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITES**

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, specifications, supplemental specification, special provision, and contract forms before submitting a proposal.

The submission of a bid shall be considered PRIMA FACIE evidence that the Bidder has made the required examinations and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract.

12. **IMPROVEMENT RESTORATION**

All improvements damaged, whether private or public, as a result of Contractor's work shall be replaced by the Contractor. Improvement restoration shall be completed immediately upon completion of work in that area.

13. **WORK**

The Contractor shall not schedule work on Friday, Saturday, Sunday or holidays without written approval from the Engineer.

14. **AVAILABILITY OF MEN AND EQUIPMENT**

The Contractor shall have men and equipment available on weekends and holidays to cope with emergency conditions which may arise as a result of his operations. Phone numbers or addresses shall be provided in writing to the Owner.

15. **WASTE**

The Contractor will be required to dispose of all concrete and asphalt at an approved disposal area at no extra cost to the Owner.

16. **SUPERVISION BY CONTRACTOR**

The Contractor will supervise and direct work. He will be solely responsible for the means, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the contractors representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the contractor and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

17. **GUARANTEE OF THE WORK**

The Contractor shall, for a period of one (1) year after completion and acceptance of the work, maintain and repair any defective work which may occur to the permanent work.

18. **RETAINAGE ON PROGRESS PAYMENTS**

Five percent (5%) will be retained on each progress payment to the Contractor until final completion and acceptance of all work.

19. **LIABILITY INSURANCE**

Before the contract is executed the Contractor with the successful bid shall be required to furnish to Owner, a copy of the public liability and property damage insurance policy, which is to be in force and applicable to the project. In addition, the Contractor shall be required

to furnish, at the same time a letter from agent for the company holding said policy, stating that he will inform Owner of any change in the status of the policy. Also, Workmen's Compensation Insurance shall be provided by the Contractor.

20. **WATER**

Contractor will be responsible for acquiring water for compaction and dust control.

21. **STERILANT**

Contractor will be required to apply Primatol Sterilant. Prior to placement of asphalt, sterilant will be required on all untreated base, overlays will not require sterilant. Application rate will be in accordance with manufacturers recommendations.

22. **COMPENSATION**

Compensation for compliance to these Special Conditions will be made in the appropriate bid item.

## **CONSTRUCTION SPECIFICATION**

### **8. MOBILIZATION**

#### **1. SCOPE**

The work shall consist of mobilization of the Contractor's forces and equipment necessary for performing the work required under the contract.

It shall include the purchase of contract bonds, insurances, transportation of the personnel, equipment, and operating supplies to the site; establishing of office, buildings, construction signing in accordance with the manual on "Uniform Traffic Control Device", and other necessary facilities at the site; and other preparatory work at the site.

It shall not include mobilization for any specific time of work for which payment for mobilization is provided elsewhere in the contract.

This specification covers mobilization of work required by the contract at the time of award. If additional mobilization costs are incurred during performance of the contract as a result of change or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the items of work changed or added.

#### **2. PAYMENT**

Payment will be made as the work proceeds, after presentation of invoices by the contractor shown his own mobilizations costs and evidence of the charges of suppliers, subcontractors, and others for mobilization work performed by them. If the total of such payments is less than the contract lump sum for mobilization, the unpaid balance will be included in the final contract payment. Total payment will be the lump sum contract price for mobilization, regardless of actual cost to the Contractor.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated into the project, or the purchase costs of operating supplies.

Payment of the lump sum contract price for mobilization will constitute full compensation for all labor, materials, equipment, and all other items necessary and incidental to completion of the work.

Compensation for any item of work described in the contract but not listed on the bid schedule will be included in the payment for the item or work to which it is made subsidiary. Such items and the items to which they are made subsidiary in Section 3 of this specification.

3. **ITEMS OF WORK AND CONSTRUCTION DETAILS**

Items of work to be performed in conformance with this specification and the construction details are:

a. **Bid Item 1- Mobilization**

1. This item shall consist of the contract bonds, construction signing, and mobilization of the Contractor's forces and equipment, as defined in Section 1, required for performing the work under this contract.
2. Payment will be made in accordance with Section 2.

## **CONSTRUCTION SPECIFICATIONS**

### **10. HOT MIX ASPHALT (HMA)**

#### **1. SCOPE**

The work shall consist of the construction of a surface course composed of mineral aggregate and bituminous binder, placed and compacted within the lines and grades shown on the plans.

#### **2. MATERIALS**

- a. Asphaltic Cements: Viscosity grades of asphalt cement prepared from petroleum shall conform to the requirements of AASHTO Designation M-226.
- b. Asphaltic Emulsions: Anionic emulsified asphalt shall conform to the requirements of AASHTO Designation M-140.
- c. Mineral Aggregate: Mineral aggregate shall consist of crusher processed virgin aggregate material consisting of crushed stone, and gravel, conforming to the following requirements:
  1. Course aggregate retained on the No. 4 sieve shall consist of clean, hard, tough, durable, and sound fragments, with not more than 3 percent by weight of flat, elongated, soft or disintegrated particles, and shall be free from vegetable matter or other deleterious substances.
  2. That portion of the aggregate retained on the No. 4 sieve shall have not less than 50% of particles by weight with at least two mechanically fractured face, or clean angular face.
  3. The aggregate shall have a percentage of wear not exceeding 50% for road mix and 40% for plant mix, when tested in accordance with AASHTO Designation T-96. The Contractor shall certify that the mineral aggregate used on the job shall meet this wear test prior to its placement in the surface course.
  4. Fine aggregate passing the No. 4 sieve, may be either a natural or manufactured product. The aggregate shall be clean, hard-grained and moderately sharp, and shall contain not more than 2 percent by weight of vegetable matter or other deleterious substances.

5. That portion of the fine aggregate passing the No. 40 sieve shall be nonplastic when tested in accordance with AASHTO Designation T-90.
6. The weight of minus 200 mesh sieve material retained in the aggregate as determined by the difference in percent passing a No. 200 sieve by washing and dry sieving without washing shall not exceed 6 percent of the total sample weight.
7. The combined mineral aggregate plus any specified additives, when mixed with the specified bituminous binder in accordance with ASTM Designation D-1559, shall conform to the following requirements:

Marshall Stability.....1200-2500 lbs.  
 Flow (0.01 inch).....10-18  
 Voids content.....1.5% to 3.0%

The requirements specified in this subsection shall be used to determine the suitability of the aggregate sources.

8. The combined dry mineral aggregate shall be uniformly graded and of such size that it meets one of the following gradation bands:

½" Gradation

	<u>Ideal Gradation of Passing Band</u>	<u>% Passing Gradation Band</u>
½"	100	100
#4	70	60-80
#16	35	28-42
#50	17	11-23
#200	7	5-9

Any deviation from the above gradation Bands must be approved in writing by the Engineer.

9. Contractor will be required to supply the Engineer with a job mix formula based on the proceeding criteria. Job mix formula must be approved by the Engineer

### 3. CONSTRUCTION METHODS

- a. Hot Mix Plant: The mineral aggregate and bituminous binder shall be mixed at a central mixing plant. The shortest mixing time consistent with satisfactory coating of the aggregate shall be used, as determined by the Engineer. The mineral aggregate shall be considered satisfactorily coated with bitumen when all of the particles passing the No. 4 sieve and 98 percent of the particles retained on the No.4 sieve are coated.
- b. Spreading and Compaction: Place HMA of 3-inches or more, in total compacted thickness, in two equal courses. The mixture shall be spread and struck-off in such a manner that finished surface shall conform to the elevations, grades, and cross-sections shown on the drawings or as staked in the field.

After the mixture has been spread, the surface shall be longitudinally rolled, beginning at the outside edge or lower side and proceeding toward the high side. Each pass of one roller shall overlap the proceeding pass by at least one-half the width of the roller. The surface shall be rolled by 4 passes with a pneumatic or steel-wheel exerting a minimum pressure of 40 psi., or by an approved equal method. Rolling operations shall be conducted in such a manner that shoving or distortion will not develop beneath the roller.

- c. Finishing: The surface shall be finished to a smooth, uniform line and grade with surface deviations not exceeding 3/8-inch in 10 feet. Determination of compliance with smoothness may be made with a straight edge, chalk-line, or profilograph at the option of the Engineer. Any irregularities shall be satisfactorily corrected at the expense of the Contractor.
- d. Temperature Control: The minimum temperature of the HMA at the time of application shall be 250 degrees Fahrenheit.
- e. Weather Limitations: HMA shall not be placed when weather conditions are unfavorable or when the air temperature in the shade is less than 50 degrees Fahrenheit.
- f. Weight Devices: When the method of measurement is by weight, the Contractor shall provide weigh scales, at the job site. Scales will be certified by the Department of Agriculture.

The scales shall be accurate to within 1 percent of the correct weight throughout the range of use. Before using the scales and as frequently thereafter as the Engineer determines necessary to insure accuracy, the Contractor shall have the scales checked, adjusted, and certified by a representative of the State agency. The Contractor shall maintain the scales to the required accuracy.



- g. Sampling of Aggregate: The Contractor shall submit test results and a certification of compliance that states that the gradation of the aggregate meets the contract requirements. The Contractor shall equip crushing, screening, and mixing plants with sampling devices. The Contractor shall take additional samples of material for testing as directed by the Engineer. These samples may be required at any time to validate the certification furnished by the Contractor.

Provisions shall be made for accurate proportioning. Each compartment shall have an outlet feed that can be shut off completely when any bin becomes empty. The bins or aggregate feeding system shall be constructed so samples can be readily obtained.

Positive weight measurement of the combined cold feed shall be maintained to allow regulation of the feed gate and permit automatic correction for variations in load.

The bitumen feed control shall be coupled with the total aggregate weight measurement device to automatically vary the bitumen feed rate and to maintain the required proportion. Means shall be provided for checking the quantity or rate of flow of bitumen into the mixing unit. Thermometers shall be fixed in the bitumen feed line at the charging valve of the mixer unit and at the discharge chute of the mixer unit. The Engineer may require replacement of any thermometer by an approved temperature-recording apparatus to allow better regulation of the material temperature.

A method shall be provided to automatically adjust the bituminous content in the mix for moisture variations in the cold feed.

- h. Hauling Equipment: Trucks used for hauling HMA shall have tight, clean, smooth metal beds that have been thinly coated with a material to prevent the moisture from adhering to the beds. Truck beds shall be drained prior to loading. Each truck shall have a cover to protect the mixture from the weather. When necessary to insure that the mixture will be delivered at the specified temperature, truck beds shall be insulated and covers shall be securely fastened.
- i. Bituminous Pavers: HMA pavers shall be self-contained, power-propelled units, provided with an adjustable activated-screed or strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths and thicknesses shown on the drawings. When shown on the drawings, pavers shall be equipped with a control system capable of automatically maintaining the proper screed elevation. The control system shall be automatically actuated from either a reference line or surface through a system of sensors that will maintain the

paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface.

The transverse slope control system shall be capable of being made inoperative so that the screed can be controlled by mechanisms that will independently control the elevation of each end of the screed from reference line or surfaces.

The controls shall be capable of working in conjunction with any of the following attachments:

1. Ski-type device of not less than 40 feet in length.
  2. Taut stringline (wire) set to grade.
  3. Short ski or shoe.
- j. Compaction shall be performed with vibratory steel-wheel and steel-wheel with pneumatic-tire rollers.

Rolling shall begin at the sides and proceed longitudinally parallel to the road centerline, each trip overlapping one-half the roller width, gradually progressing to the center. When paving in echelons or abutting a previously placed land, the longitudinal joint shall be rolled first, then followed by the above rolling procedure. On superelevated curves the rolling shall begin at the low side and progress to the high side.

Along forms, curbs, header walls, and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or mechanical tampers.

- k. Joints, trimming edges, and cleanup: Placing of the HMA shall be continuous. Rollers shall not pass over the unprotected end of a freshly laid mixture. Transverse joints shall be formed by cutting back into the previous run to expose the full depth of the course. Heat shall be applied to contact surfaces or transverse joints just before any additional mixture is placed against the previously rolled material.

#### 4. FLUSH COAT

When required, the coat shall be placed on the completed surface course. The coat shall not be placed within 7 days after the surface course is laid. Prior to placing the coat, the existing surface shall be cleaned of all dirt, sand, dust, or other objectionable material.

The material shall be sprayed over the prepared surface by means of a pressure distributor.

5. ACCEPTANCE SAMPLING AND TESTING

- a. The Engineer will perform the testing of HMA (gradation and bituminous content). Acceptance samples of the mixture will be taken after it has been placed on the finished surface and just prior to compaction. Samples will be selected on a random basis and taken as frequently as the Engineer elects.
- b. When price adjustments are required, the Contractor shall core samples from the pavement to determine the defective area. Samples size and locations will be designated by the Engineer. Samples shall be neatly cut with a core drill. Voids left by sampling shall be backfilled and compacted to the density of the surrounding material.
- c. Acceptance and testing HMA (compaction). After the HMA has been placed and compacted, the pavement shall meet the following density requirements.

Percent of Relative  
Maximum Density  
From Job Mix Formula  
92 min.

Testing will be taken as frequently and at such locations as the Engineer elects. Compaction testing will be done by the Engineer.

- d. Acceptance sampling and testing of bituminous mixture (surface smoothness and thickness).
  1. Surface. Acceptance testing will be performed on the top surface. The surface will be tested by the Engineer with a straightedge. The variation of the surface from the testing edge of the straightedge shall not deviate at any point more than 1/8-inch.
  2. Thickness. The total compacted thickness of the mixture shall not vary more than 1/4-inch from the specified thickness. The compacted thickness shall not consistently be below nor consistently above the specified thickness.

The Engineer reserves the right to test areas which appear defective and require immediate correction.

6. Price Adjustments

1. Gradation and Asphalt Content – See Table A. The computation of the adjusted unit price will be based upon the minimum pay factor determined from Table A.
  - a. The Engineer may order the removal of the mix if the acceptance tests deviate from the job-mix formula for a particular sieve or sieves, if the material is more than the values shown under the 0.70 pay factor for HMA in Table A.
  - b. If the mean of the deviations of test results for the lot is greater than 0.80 pay factor, the pay factor is 0.50. This applies only if ENGINEER does not order the removal of the material.
  - c. Whenever testing by the Engineer indicates price adjustments are required the Contractor will comply with Section 5b. The Engineer will determine the area requiring adjustment. This will be accomplished by additional testing as stated.

2. Density

- a. Areas with deficient density will be subject to the following price reductions:

<b>TABLE A</b>	<b>PAY FACTOR</b>
<b>AVERAGE DENSITY IN PERCENT</b>	<b>ASPHALT CONCRETE</b>
92 or more	1.00
90 to 91.9	0.90
Less than 91	0.50

<b>TABLE A ACCEPTANCE SCHEDULE FOR GRADATION (Percentage Points)</b>		
<b>SIEVE SIZE</b>	<b>PAY FACTOR A.C.</b>	<b>DEVIATIONS OF THE IDEAL GRADATION ACCEPTANCE TESTS FROM THE JOB-MIX (PERCENTAGE POINTS)</b>
Asphalt Content	1.00	0-0.61
	0.95	0.62-0.68
	0.90	0.69-0.75

	0.80	0.76-0.82
½ inch & larger	1.00	0-1
	0.95	1.0-2.0
	0.90	2.0-3.0
	0.80	3.0-4.0
	0.70	4.0-5.0
No. 4	1.00	0-10
	0.95	10-11.4
	0.90	11.5-11.9
	0.80	11.9-12.5
	0.70	12.5-13.0
No. 16	1.00	0-7.0
	0.95	7.0-7.3
	0.90	7.4-7.7
	0.80	7.8-8.1
	0.70	8.2-8.4
No. 50	1.00	0-6.0
	0.95	6.0-6.5
	0.90	6.6-6.8
	0.80	6.9-7.1
	0.70	7.2-7.5
No. 200	1.00	0-2.0
	0.95	2.0-2.9
	0.90	3.0-3.1
	0.80	3.2-3.3
	0.70	3.4-3.5

## 7. MEASUREMENT AND PAYMENT

- a. The bituminous material and mineral aggregate shall be measured by the square foot.
- b. When required the bituminous flush coat material shall be measured by the ton.
- c. Payment for the bituminous material, mineral aggregate will be made at the contract unit price. Such payment will constitute full compensation for furnishing, mixing, spreading, the bituminous material and mineral aggregate,

compacting all other items necessary and incidental to the performance of the work.

8. ITEMS OF WORK AND CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and construction details are:

a. Bid Item 2, Hot Mix Asphalt (HMA) (PG58-22) (½-inch Max.)

1. This item shall consist of furnishing the mineral aggregate, bituminous material, mixing the aggregate and bituminous material, spreading, and compacting the mixture as shown on the drawings.
2. Contractor will supply the Engineer with the mix calibration factor, and a set of calibration samples 7 days prior to placement of asphalt.
3. The aggregate shall meet the requirements as listed in Section 2 of these specifications.
4. The asphalt shall be grade PG58-22, viscosity graded.
5. The aggregates and the bituminous material shall be measured or gaged and introduced into the mixer in the amount specified by the job mix formula.  
  
After the required amounts of aggregate and bituminous material have been introduced into the mixer, the materials shall be mixed until a complete and uniform coating of particles and a thorough distribution of the bituminous material throughout the aggregate is obtained.
6. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be placed and finished by hand tools.
7. HMA shall be placed at a temperature not less than 250 degrees Fahrenheit.
8. Material trimmed from the edges and any other discarded bituminous mixture shall be removed and disposed of by the Contractor in an approved area.
9. Contractor will be required to hand rake all seams and edges.

10. Testing noted in Section 5.b will only apply when price adjustments are involved..
11. Asphalt shall be placed at the finished depth noted on the plans. Tack coat will be required on all asphalt edges.
12. Contractor will not stockpile hot asphalt on existing asphalt roads prior to placement.
13. HMA will not be placed during rain, when the roadbed is wet or during other adverse weather conditions. The owner will not be responsible for any HMA that is on the project site, but unable to spread due to adverse weather.
14. Contractor will be required to deliver to the Engineer a weight invoice prior to placement of the asphalt surface course, invoices not received the day of placement will not be paid for.
15. Measurement and payment shall be in accordance with Section 7a and c for each type of HMA actually placed.

b. Bid Item 3, Asphalt Pavement Sawing

1. This item shall consist of furnishing the equipment and labor required to saw cut the existing asphalt concrete pavement as staked in the field.
2. Saw cut edges shall be required where existing asphalt surface and new asphalt surface join. The edge shall be clean, vertical and full depth of asphalt surface. Cutting the edge shall be made just prior to placing new bituminous pavement. A tack coat will be applied to the edge prior to placing new pavement.
3. A diamond saw shall be required to make a vertical cut through the full depth of the asphalt surfacing.
4. Traffic or construction equipment shall not be allowed to cross the saw cut edge.
5. Measurement will be by the linear foot actually cut. Payment shall be at the contract unit price. Such payment shall constitute full compensation for saw cutting the existing asphalt surface, including all equipment and labor as necessary or incidental to the completion of the work.

## **CONSTRUCTION SPECIFICATION**

### **23. EARTH FILL**

#### **1. SCOPE**

The work shall consist of the construction of earth embankments and other earth fills required by the drawings and specifications.

#### **2. MATERIALS**

All fill materials shall be obtained from required excavations and designated borrow areas. The selection, blending, routing and disposition of materials in the various fills shall be subject to approval by the Engineer.

Fill materials shall contain no sod, brush, roots or other perishable materials. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

The type of material used in the various fills shall be as listed and described in the specifications and drawings.

#### **3. FOUNDATION PREPARATION**

Foundations for earth fill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened material shall be controlled as specified for the earth fill, and the surface materials of the foundation shall be compacted and bonded with the first layer of earth fill as specified for subsequent layers of earth fill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of two inches in depth normal to the slope and shall be at such a moisture content that the earth fill can be compacted against them to effect a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose materials by hand or other effective means and shall be free of standing water when fill is placed upon them.

Occasional rock outcrops in earth foundations for earth fill, except in dams and other structures designed to restrain the movement of water, shall not require special treatment if they do not interfere with compaction of the foundation of initial layers of the fill or the bond between the foundation and the fill.



Foundation and abutment surfaces shall be not steeper than 1 horizontal to 1 vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earth fill conforming to the specifications for the earth fill to be placed upon foundation.

4. **PLACEMENT**

Fill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the Engineer. Fill shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the fill.

Fill shall be placed in approximately horizontal layers, The thickness of each layer before compaction shall not exceed the maximum thickness specified. Materials placed by dumping in piles or windows shall be spread uniformly to no more than the specified thickness before being compacted. Hand compacted fill, including fill compacted by manually directed power tampers, shall be placed in layers whose thickness before compaction does not exceed 4-inches.

Adjacent to structures, fill shall be placed in a manner which will prevent damage to the structures and will allow the structures to assure the loads from the fill gradually and uniformly. The height of the fill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

Earth fill in dams, levees and other structures designed to restrain the movement of water shall be placed so as to meet the following additional requirements:

- a. The distribution of materials throughout each zone shall be essentially uniform, and the fill shall be free from lenses, pockets, streaks or layers of material differing substantially in texture or gradation from the surrounding material.
- b. If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.
- c. The top surface of embankments shall be maintained approximately level during construction, except that a crown of cross-slope of not less than 2 percent shall be maintained to insure effective drainage, and except as otherwise specified for drain fill zones. If the drawings or specifications require or the Engineer directs that the fill be placed at a higher level in one part of an embankment than another, the top surface of each part shall be maintained as specified above.
- d. Dam embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of stream flow during construction is specifically authorized in the contract.

- e. Embankment built at different levels as described under c or d above shall be constructed so that the slope of the bonding surfaces between embankment to be placed is not steeper than 3 feet horizontal to 1 foot vertical. The bonding surface of the embankment in place shall be stripped of all loose material, and shall be scarified, moistened and recompacted when the new fill is placed against it as needed to insure a good bond with the new fill and to obtain the specified moisture content and density in the junction of the place and new fill.

## 5. **CONTROL OF MOISTURE CONTENT**

During placement and compaction of fill, the moisture content of the materials being placed shall be maintained within the specified range.

The application of water to the fill materials shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the materials after placement on the fill, if necessary. Uniform moisture distribution shall be obtained by dicing, blending or other approved methods prior to compaction of the layer.

Material that is too wet when deposited on the fill shall either be removed or be dried to the specified content prior to compaction.

If the top surface of the preceding layer of compacted fill or a foundation or abutment surface in the zone of contact with the fill becomes too dry to permit suitable bond it shall be scarified and moistened by sprinkling to an acceptable moisture content prior to placement of the next layer of fill.

## 6. **COMPACTION**

Earth fill shall be compacted according to the following requirements for the class of compaction specified:

Class A compaction. Each layer of fill shall be compacted as necessary to make the density of the fill matrix not less than the minimum density specified. The fill matrix is defined as the portion of the fill material finer than the maximum particle size used in the compaction test method specified.

Class B compaction. Each layer of fill shall be compacted as to a mass density not less than the minimum density specified.

Class C compaction. Each layer of fill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

Fill adjacent to structures shall be compacted a density equivalent to that of the surrounding fill by means of hand tamping if permitted by the Contracting Officer, or manually directed power tampers or plate vibrators. Heavy equipment shall not be operated within 2 feet of any structure. Vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist will not be permitted.

The passage of heavy equipment will not be allowed: (1) over cast-in-place conduits prior to 14 days after placement of the concrete; (2) over cradled precast conduits prior to 7 days after placement of the concrete cradle, or (3) over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the structure or pipe or 2 feet, whichever is greater.

Compacting of fill adjacent to structures shall not be started until the concrete has attained the strength specified in Specification No. 32, Concrete, for this purpose.

The strength will be determined by compression testing of test cylinders cast by the Engineer for this purpose and cured at the work site in the manner specified in ASTM Method C 31 for determining when a structure may be put into service.

When the required strength of the concrete is not specified as described above, compaction of fill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

<u>Structure</u>	<u>Time Interval</u>
Retaining walls and counterforts	14 days
Walls backfilled on both sides simultaneously	7 days
Conduits and spillway risers, cast-in- place (with inside forms in place)	7 days
Conduits and spillway risers, cast-in- place (inside forms removed)	14 days

<u>Structure</u>	<u>Time Interval</u>
Conduits, precast & cradled	2 days
Conduits, precast & bedded	1 day

Antiseep collars and cantilever  
outlet bents

3 days

7. **REMOVAL AND PLACEMENT OF DEFECTIVE FILL**

Fill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable fill. The replacement fill and the foundation, abutment and fill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control and compaction.

8. **TESTING**

During the course of the work, the Contractor will perform such tests as are required to identify materials, to determine compaction characteristics, to determine content, and to determine density of fill in place. These tests performed by the Contractor will be used to verify that the fills conform to the requirements of the specifications.

Densities of fill requiring Class A compaction will be determined by the Engineer in accordance with ASTM Method D 1556 (or by equivalent methods), except that the volume and moist weight of included rock particles larger than those used in the compaction test method specified for the type of fill will be determined and deducted from the volume and moist weight of the total sample prior to computation of density. The density so computed will be used to determine the percent compaction of the fill matrix.

9. **MEASUREMENT AND PAYMENT**

For items of work for which specific unit prices are established in the contract, the volume of each type and compaction class of earth fill within the specified zone boundaries and pay limits will be measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Unless otherwise specified, no deduction in volume will be made for embedded conduits and appurtenances.

The pay limits shall be as defined below, with the further provision that earth fill required to fill voids resulting from over-excavation of the foundation, outside specified lines and grades, will be included in the measurement for payment only where such over-excavation is directed by the Engineer to remove unsuitable material and where the unsuitable condition is not a result of the Contractor's operations.

(Method 1) The pay limits shall be as designated on the drawings.

(Method 2) The pay limits shall be the measured surface of the foundation when

approved for placement of the fill and the specified neat lines of the fill surface.

(Method 3) The pay limits shall be the measured surface of the foundation when approved for placement of the fill and the measured surface of the completed fill.

(Method 4) The pay limits shall be the specified pay limits for excavation and the specified neat lines of the fill surface.

(Method 5) The pay limit shall be the specified pay limits for excavation and the measured surface of the completed fill.

(Use Method 6 or 7 with all Methods 1 through 5)

(Method 6) Payment for each type and compaction class of earth fill will be made at the contract unit price for that type and compaction class of fill. Such payment will constitute full compensation for all labor, materials, equipment and all other items necessary and incidental to the performance of the work.

(Method 7) Payment for each type and compaction class of earth fill will be made at the contract unit price for that type and compaction class of fill. Such payment will constitute full compensation for all labor, materials, equipment and all other items necessary and incidental to the performance of the work, except furnishing, transportation, and applying water to the foundation and fill materials.

Water applied to the foundation and fill materials will be measured and payment will be made as specified in Construction Specification.

(Use with All Methods) Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 10 of this specification.

## 10. **ITEMS OF WORK AND CONSTRUCTION DETAILS**

Items of work to be performed in conformance with this specification and the construction details are:

### a. Bid Item 4, Refinish Existing Untreated Base

1. This item shall consist of reshaping, scarifying, watering and compacting the existing untreated base to the lines and grades shown on the drawings or as directed by the Engineer.
2. Scarify the upper 4-inches, water and compact to acquire a minimum density

of (95%) as determined in accordance with AASHTO designation T-99, Method D.

3. Construct existing base to acquire a 1% cross slope for drainage.
4. If needed add additional untreated base as required to create minimum of 1% cross slope.
5. Maintain the finished surface until HMA has been placed.
6. Contractor may use untreated base stockpiled at the boat ramp for this item, if additional material is needed it will be placed under this Bid Item at no additional cost to the Owner.
7. Measurement and Payment.
  - a. Refinish Untreated Base Course shall be measured by the square foot placed in accordance with the typical sections as shown on the drawings
  - b. Payment will be made at the contract unit price. Such payment will constitute full compensation for all items necessary and incidental to the performance of the work.

b. Bid Item 5, Untreated Base Course, (1-inch Max.), 6-inches Thick

1. This item shall consist of providing, placing, watering, blading and compacting the untreated base course to the lines and grades, as shown on the drawings or staked in the field.
2. The dry mineral aggregate shall conform to the following 1-inch gradation:

1 inch Gradation

<u>Sieve Size</u>	<u>% Passing Gradation Band</u>
1"	100
½"	79-91
#4	49-61
#16	27-35
#200	7-11

Variation to the above Gradation Schedule must be approved in writing by the Engineer.

3. The base course gravel shall uniformly be mixed with water prior to compaction.
4. Compaction shall be by Method A. If placed on native ground, the earth

foundation shall be moistened and compacted to acquire at least ninety-five percent (95%) of the maximum density as determined in accordance with AASHTO Designation T-99, method D.

5. The aggregate shall have a percentage wear not exceeding 50% when tested in accordance with ASSHTO designation T-96. Certification that the aggregate meets this wear test will be required of the Contractor prior to his placement of the base course.
6. The moisture content of the material at the time of compaction shall be between + 2% optimum and - 2% of optimum.
7. The Contractor shall select the source of material and submit certification the material meets these specifications to the Engineer for approval.
8. Untreated base will be placed in conformance with the typical section shown on the drawings.
9. Measurement and Payment.
  - a. The 1-inch Untreated Base Course shall be measured by the square foot placed in accordance with the typical sections as shown on the drawings.
  - b. Payment for the 1-inch untreated base course will be made at the contract unit price. Such payment will constitute full compensation for furnishing, transporting and installing the 1-inch untreated base course and all other items necessary and incidental to the performance of the work.

## **CONSTRUCTION SPECIFICATION**

### **51. CORRUGATED METAL PIPE CONDUITS**

#### **1. SCOPE**

The work shall consist of furnishing and placing circular, arched or elliptical corrugated metal pipe and the necessary fittings.

#### **2. MATERIALS**

Pipe and fittings shall conform to the requirements of AASHTO M 36 with corrugations in accordance with AASHTO M 218.

#### **3. LAYING AND BEDDING THE PIPE**

Unless otherwise specified, the pipe shall be installed in accordance with the manufacturer's recommendations. The pipe shall be laid with the outside laps of circumferential joints pointing upstream and with longitudinal laps at the sides at about the vertical mid-height of the pipe. Field welding of corrugated galvanized iron or steel pipe will not be permitted. Unless otherwise specified, the pipe section shall be joined with standard coupling bands. The pipe shall be firmly and uniformly bedded throughout its entire length to the depth and in the manner specified on the drawings.

Perforated pipe shall be laid with the perforations down and oriented symmetrically about a vertical center line. Perforations shall be clear of any obstructions at the time the pipe is laid.

The pipe shall be loaded sufficiently during backfilling around the sides to prevent its being lifted from the bedding.

#### **4. STRUTTING**

When required, struts or horizontal ties shall be installed in the manner specified on the drawings. Struts and ties shall remain in place until the backfill has been placed at a height of 5 feet above the top of the pipe, or has been completed if the finished height is less than 5 feet above the top of the pipe, at which time they shall be removed by the Contractor.

#### **5. HANDLING THE PIPE**

The Contractor shall furnish such equipment as is necessary to place the pipe without damaging the pipe or coatings. The pipe shall be transported and handled in such a manner as to prevent bruising, scaling or breaking of the spelter coating or bituminous coating.



6. **REPAIR OF DAMAGED COATINGS**

Any damage to the zinc coating shall be repaired by thoroughly wire brushing the damaged area, removing all loose and cracked coating, removing all dirt and greasy material with solvent, and painting with two coats of zinc dust-zinc oxide primer conforming to the requirements of Federal Specification TT-P- 641, Type III. If the coating is damaged in any individual area larger than 12 square inches, or if more than 0.2 percent of a total surface area of a length of pipe is damaged, the length will be rejected.

Breaks or scuffs in bituminous coatings that are less than 36 square inches in area shall be repaired by the application of two coats of hot asphaltic paint or a coating of cold-applied bituminous mastic. The repair coating shall be at least 0.05 inches thick after hardening and shall bond securely and permanently to the pipe. The material shall meet the physical requirements for bituminous coatings in accordance with AASHTO M-90. Whenever individual breaks exceed 36 square inches in area or when the total area of breaks exceeds 0.5 percent of the total surface area of the pipe, the pipe will be rejected.

Bituminous coating damaged by welding of coated pipe or pipe fittings shall be repaired as specified in this section for breaks and scuffs in bituminous coatings.

7. **MEASUREMENT AND PAYMENT**

(Method 1) For items of work for which specific unit prices are established in the contract, the quantity of each type, class, size and gage of pipe will be determined to the nearest 0.1 foot by measurement of the laid length of pipe along the centerline of the pipe. Payment for each type, class, size and gage of pipe will be made at the contract unit price for that type, class, size and gage of pipe. Such payment will constitute full compensation for furnishing, transporting and installing the pipe and fittings and all other items necessary and incidental to the completion of the work.

(Method 2) For items of work for which specific unit prices are established in the contract, the quantity of each type, class, size and gage of pipe will be determined as the sum of the nominal laying lengths of the pipe sections and fittings used. Payment for each type, class, size and gage of pipe will be made at the contract unit price for that type, class, size and gage of pipe. Such payment will constitute full compensation for furnishing, transporting and installing the pipe and fittings and all other items necessary and incidental to the completion of the work.

(Method 3) For items of work for which specific unit prices are established in the contract, the quantity of each type, class, size and gage of pipe will be determined to the nearest 0.1 foot by measurement of the laid length of pipe along the centerline of the pipe. Payment for each type, class, size and gage of pipe will be made at the contract unit price for that type, class, size and gage of pipe. Such payment will constitute full compensation for furnishing, transporting and installing the pipe and fittings and all other items necessary and incidental

to the completion of the work except items designated as "special fittings." Payment for special fittings will be made at the contract lump sum price for special fittings (CMP).

(Method 4) For items of work for which specific unit prices are established in the contract, the quantity of each type, class, size and gage of pipe will be determined as the sum of the nominal laying lengths of the pipe sections and fitting used. Payment for each type, class, size and gage of pipe will be made at the contract unit price for that type, class, size and gage of pipe. Such payment will constitute full compensation for furnishing, transporting and installing the pipe and fittings and all other items necessary and incidental to the completion of the work except items designated as "special fittings." Payment for special fittings will be made at the contract lump sum price for special fittings (CMP).

(Method 5) For items of work for which specific unit prices are established in the contract, the quantity of each type, class, size and gage of pipe will be determined to the nearest 0.1 foot by measurement of the laid length of pipe along the centerline of the pipe. Payment for each type, class, size and gage of pipe will be made at the contract unit price for that type, class, size and gage of pipe. Such payment will constitute full compensation for furnishing, transporting and installing the pipe, including the necessary fittings and all other items necessary and incidental to the completion of the work except the special fittings and appurtenances listed separately in the bid schedule. Payment for each special fitting and appurtenance will be made at the contract unit price for that type and size of fitting or appurtenance.

(Method 6) For items of work for which specific unit prices are established in the contract, the quantity of each type, class, size and gage of pipe will be determined as the sum of the nominal laying lengths of the pipe sections used. Payment for each type, class, size and gage of pipe will be made at the contract price for that type, class, size and gage of pipe. Such payment will constitute full compensation for furnishing, transporting and installing the pipe, including the necessary fittings and all other items necessary and incidental to the completion of the work except for the special fittings and appurtenances listed separately in the bid schedule. Payment for each special fitting and appurtenance will be made at the contract unit price for that type and size of fitting or appurtenance.

(Use with All Methods) Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in Section 8 of this specification.

## 8. **ITEMS OF WORK AND CONSTRUCTION DETAILS**

### a. **Bid Item 6, 15-inch CSP Culvert (Polymeric Coated)**

1. This item shall consist of furnishing and installing a 15-inch CSP (polycoated) culvert and 2 metal end sections, as shown on the drawings or as directed by the Engineer.
2. Contractor will be required to maintain one way traffic at all times in and out of the park.
3. The 15-inch pipe will be installed as directed or as shown on the drawings and backfilled with native material as detailed on the drawings.
4. The work will not be measured. Payment will be the lump sum amount noted on the bid sheet. Such payment will constitute full compensation for installing the CSP and metal end sections, along with all other items necessary and incidental to the completion of the work.